

July 23, 2010

Client-Matter: 43077-001

VIA ELECTRONIC FILING

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Washington, DC 20554

**Re: CC Docket No. 02-6
Request for Review of Universal Service Administrative Company's
Administrator's Decision dated May 24, 2010 Denying Appeal
(FRN 1251347)**

Dear Secretary Dortch:

Vector Resources, Inc. ("Vector") hereby appeals the Universal Service Administrative Company's ("USAC") Administrator's Decision dated May 24, 2010 Denying Vector's May 7, 2010 Appeal (the "Decision") concerning Funding Request Number ("FRN") 1251347. The law firm of Manatt, Phelps & Phillips, LLP represents Vector with respect to this appeal.

It is unfortunate that USAC has forced Vector to file this appeal. In its Decision, USAC has not disputed the validity of the services provided by Vector. USAC also does not dispute that Vector properly credited back to USAC the costs of ineligible services and associated labor as soon as Vector discovered the error, and long before USAC was aware of the error. USAC does not dispute that Vector provided sufficient information to USAC to document either the credits that were applied, or the additional services that were invoiced but not yet paid. Instead, USAC seeks a double "recovery" of funds that have already been credited to USAC, and refuses to pay for the additional services provided by Vector, based solely upon USAC's belief that Vector somehow failed to follow USAC's billing procedure. As the FCC has previously determined, a USAC decision to deny funding based exclusively on a procedural ground for services properly provided does not serve the public interest, and provides grounds to grant this appeal.

I. FACTUAL BACKGROUND

In or around March 2008, Vector realized that it had issued invoices to USAC and included charges totaling \$78,103.41 for ineligible equipment for "GE SFP, LC Connector SX transceiver" (hereinafter referred to as "GBICs"). At the same time, Vector determined that it had not issued an invoice to USAC for labor hours rightfully and legally incurred for eligible

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services in the amount of \$125,430.35¹ and needed to issue credits in the amount of \$564.63 for equipment either returned or changed by the applicant. Accordingly, on June 17, 2008, Vector properly submitted the Form 474 and invoiced USAC in the amount of \$46,762.31 (hereinafter referred to as "June 2008 Invoice"). (Attached hereto as Exhibit "A," is the Form 474.)

On June 2, 2009, USAC contacted Vector in response to a Federal Communications Commission ("FCC") audit finding relating to FRN 1251347 (hereinafter referred to as the "USAC June Audit"). In the USAC June Audit, USAC requested information from Vector about the "GBIC Replacement Credit" totaling \$77,227.24 and the additional labor billed totaling \$125,430.38. (Attached hereto as Exhibit "B," is a copy of the June 2, 2010 email and letter.) Again, on June 9, 2009, USAC contacted Vector requesting additional information regarding FRN 1251347. (Attached hereto as Exhibit "C," is a copy of the June 9, 2009 email from USAC.) In both its June 2, and June 9, 2009 communications with Vector, USAC did not reference any previous USAC requests for information nor did USAC indicate that Vector had not provided sufficient information.

On June 9, 2009, Vector provided its response to the USAC June Audit and included a detailed invoice for FRN 1251347, which supported the "GBIC Replacement Credit" and also supported the additional labor hours billed. (Attached hereto as Exhibit "C," is a copy of the email chain between USAC and Vector, including Vector's June 9, 2009 email response, attached as Exhibit "D," is a copy of the invoice for FRN 1251347, which was submitted with the June 9, 2009 response, and attached as Exhibit "E," is a spreadsheet within Exhibit D entitled "Grand Total," which supports Vector's credits and charges.) Vector did not receive any additional requests for information from USAC.

Even though Vector provided more than enough information to document the GBIC credit and the additional labor hours billed, on March 8, 2010, Vector received a Notification of Improperly Disbursed Funds from USAC (the "Notification") asking Vector to pay USAC \$77,227.00 for amounts purportedly disbursed without approval or which were ineligible to be funded. (Attached hereto as Exhibit "F," is a copy of the March 8, 2010 Notification.) The Funding Disbursement Recovery Report in the Notification specifically stated as follows:

Funding Request Number:	1251347
Contract Number:	0550078
Services Ordered:	INTERNAL CONNECTIONS
Billing Account Number:	310-436-1008

¹ This amount **only** reflects the amount payable by SLD, and does not include LAUSD's match amount of \$13,936.73. The total contract amount for Labor Hours billed on FRN 1251347 is \$139,367.06.

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Funding Commitment:	\$17,076,255.78
Funds Disbursed to Date:	\$16,725,089.61
Funds to be Recovered from Service Provider:	\$77,227.00
Disbursed Funds Recovery Explanation:	

After a thorough investigation, it has been determined that funds were improperly disbursed on this funding request. During the course of an audit it was determined that funds were disbursed for products and/or services that were not approved on the Form 471 and the products and/or services do not meet the requirements for an eligible service substitution. During the audit it was determined that the service provider misinterpreted the applicant request. The applicant requested equipment with extra space for GBIC expansion and the service provider supplied the equipment with extra GBICs installed in the expansion slots. FCC rules require that applicants indicate on the Form 471 and item 21 attachments the services and/or equipment for which they are seeking funding so that USAC can determine whether the services and/or equipment are eligible for funding. Since the services were invoiced via a SPI, this violation was caused by an act or omission of the service provider because the service provider is responsible for ensuring that it provides and invoices USAC for only the products and/or services equipment that USAC approved. On the SPAC Form at Block 2 Item 10, the authorized person certifies on behalf of the service provider that the Service Provider Invoice Forms that are submitted by this service provider contain requests for universal service support for services which have been billed to the service provider[']s customers on behalf of schools, libraries, and consortia of those entities, as deemed eligible for universal service support by the fund administrator. Accordingly, USAC will seek recovery of the \$77,227.00 of improperly disbursed funds from the service provider.

The Notification did not acknowledge that USAC had made contact with Vector on June 23, 2008 and asked for additional information, or whether USAC had received the information provided by Vector in response to USAC June Audit, that the deadline to invoice USAC for products and/or services for FRN 1251347 expired on January 28, 2009 and that this additional information request was material to the issuance of payment to Vector.

On May 7, 2010, Vector appealed the Notification (the "Appeal"). (Attached hereto as Exhibit "G," a copy of the Appeal filed with USAC by Vector.) Vector addressed the issues raised in the Notification, and explained the credit for the ineligible GBICs and the charge for labor previously incurred. (*Id.*) In the Appeal, Vector requested (1) a determination that Vector did not owe any amounts to USAC under FRN 1251347 and (2) a payment in the amount of

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\$46,762.31, for all labor hours rightfully incurred and invoiced by Vector but not paid by USAC (net of any credits due to USAC). (*Id.*)

On May 24, 2010, USAC issued the Decision, which stated, in relevant part, as follows:

The record shows that on June 17, 2008, Vector Resources, Inc., SPIN 143020726, submitted invoice number 33370 (USAC invoice number 904012). Vector invoiced USAC a discounted amount of \$46,762.31. The record also shows that during the invoice review process, USAC made contact with Michael Momoh, Vector's authorized contact on June 23, 2008, via e-mail and asked for detailed bill sent to the applicant for the products/services requested on this invoice, Service Certification form and a copy of applicant cancelled check to verify payment of the products and/or services requested on this invoice. Mr. Momoh was instructed that the request was time sensitive and that a response was expected by Monday, June 30, 2008. As this information was not forthcoming, the invoice listed above failed for no response and USAC denied payment. On appeal, you state that on Invoice number 33370, Vector provided a credit of \$78,103.41 to offset the improperly disbursed funds. Since the invoice failed due to Vector's failure to respond to USAC request for additional documentation there is no evidence that the amount associated with ineligible GBIC transceivers disbursed against FRN 1251347 was ever credited to USAC. On appeal, you also request USAC to pay Vector Resources, Inc. the amount of \$46,762.31, for all labor hours rightfully incurred and invoiced by Vector. The record shows that that the deadline to invoice USAC for the products and/or services rendered under FRN 1251347 expired on January 28, 2009. Subsequently, your appeal is denied.

(Attached hereto as Exhibit "H," is a copy of the Decision.)

In the Decision, USAC raised for the **first time** – nearly *two years* after Vector submitted the June 2008 Invoice and nearly *one year* after the USAC June Audit – that Vector's Appeal failed because Vector had ostensibly failed to provide certain information. Moreover, USAC also failed to acknowledge or understand that Vector's response to the USAC June Audit, and the Appeal contained all of the information needed to verify the credits and charges. Importantly, in the Decision, USAC did not dispute that Vector had already correctly provided a credit for the GBICs or that Vector had rightfully incurred and would otherwise be entitled to a payment of \$46,762.31, USAC also did not dispute that it had not previously informed Vector that USAC had sought the payment of \$77,227.00 – the amount claimed in the Notification.

As discussed in detail below, Vector believes that the foregoing facts support the basis for its appeal before the FCC.

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II. GROUNDINGS FOR APPEAL

Vector submits this appeal on the grounds that (1) USAC erred when it performed its initial review of June 2008 Invoice and the Appeal;² (2) USAC could have requested additional information from Vector to correct any purported error but failed to do so;³ and (3) if there was any error by Vector, good cause exists to waive the error because any such error was ministerial, inadvertent, and the waiver would serve public interest. Vector explains the basis for each appeal ground in detail below.

A. USAC Erred When It Performed Its Review of Vector's Response to USAC June Audit and the Appeal.

1. In the Decision, USAC Does Not Dispute Vector's Right to Payment in the Decision and Does Not Claim that Additional Payment Was Due. USAC's Failure to Dispute These Payment Issues Constitutes an Implicit Admission That It Committed an Error In Its Review.

Significantly, in the Decision, USAC does not dispute that Vector properly calculated the credits for ineligible GBICs, the charge for labor incurred, and the amount of payment requested. (Exh. H.) USAC does not dispute that Vector rightfully incurred and is entitled to payment in the amount of \$46,762.31. (*Id.*) By not contesting Vector's right and basis for the payment, USAC has acknowledged that it committed an error in its initial review. Because this constitutes an independent ground for appeal, Vector hereby requests that the FCC grant its appeal and order USAC to pay Vector in the amount of \$46,762.31.

In the Decision, USAC also does not maintain that Vector still owes \$77,227, which was the basis for the Notification. The failure by USAC to reassert its claim for payment in the Decision appears to be evidence of USAC's error in its initial review. Therefore, Vector hereby requests that FCC grant its appeal and find that Vector owes no additional amounts under FRN 1251347.

2. USAC Also Erred In the Notification and its Evaluation of the Appeal.

In the Notification, USAC claimed that it disbursed funds to Vector that were not approved or were ineligible. Specifically, USAC alleges that the Los Angeles Unified School District ("LAUSD") requested equipment with extra space for GBIC expansion and Vector supplied and billed for GBIC equipment. USAC claimed that the supplied GBICs were

² These grounds for appeal are identified in USAC's Appeals Guidelines. These guidelines can be found at <http://www.universalservice.org/sl/about/appeals/appeals-guidelines.aspx> and <http://www.sl.universalservice.org/reference/AppealsSLDGuidelines.asp>.

³ *Id.*

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ineligible products, and that Vector improperly issued invoices for these products and/or services that were not approved by USAC or otherwise eligible. Therefore, USAC sought recovery of \$77,227.00 from Vector for payments made by USAC for the GBICs.

USAC's claims as set forth in the Notification are only partially correct and were corrected by Vector in its response to USAC June Audit, and the Appeal. In or around March 2008, Vector realized that it had issued invoices to USAC and including charges totaling \$78,103.41 for ineligible GBICs. Vector also determined that it had not issued an invoice to USAC for labor hours rightfully and legally incurred for eligible services in the amount of \$125,430.35. Accordingly, Vector issued the June 2008 Invoice which contained (1) charges for labor rightfully incurred but not previously invoiced in the amount of \$125,430.35, (2) a credit for ineligible GBICs (and associated labor and tax) in the amount of \$78,103.41, and (3) other credits in the amount of \$564.63. Vector accounted for each of these items in its response to the USAC June Audit. (Exh. "D.") The pertinent part of Vector's response was resubmitted as an exhibit to the Appeal (Exh. "E.") Based on Vector's June 9, 2009 response to USAC June Audit and as explained in the Appeal, it is clear that USAC still owes Vector a total of \$46,762.31.⁴

Because there still seems to be some confusion concerning these calculations, Vector provides below an explanation for each charge and credit.

a. Labor Rightfully Incurred/Not Previously Invoiced

Vector had not previously charged for labor associated with "Workstation Cable Installation." Accordingly, in the June 2008 Invoice, Vector invoiced USAC for 1,764.14 labor hours worked at a rate of \$79 per hour for a subtotal in the amount of \$139,367.06. These charges can be found and verified under the columns entitled, "Unit Price," "Quantity," and "Extended Price" on page 2, lines 14 and 16 within the detailed spreadsheet provided to USAC on June 9, 2009. (Exh. E.)

SLD pays 90% of the service provider's invoice price for this FRN. Therefore, the total amount charged to USAC was \$125,430.35. This total can be found under the column entitled "SLD Price" on page 2, lines 14 and 16 of the spreadsheet backup (Exh. E).

This labor charge can be summarized as follows:

⁴ According to LAUSD, Vector credited SLD in the amount of \$77,227.24 for the GBICs, and credited SLD for other services in the amount of \$1,514.53, and SLD now owes Vector \$46,688.61. Vector recognizes that there is a difference between LAUSD's and Vector's calculation. Vector believes that the differential between LAUSD and Vector's calculation may be caused by a combination of LAUSD's method of calculating and rounding decimal points, LAUSD's misallocation of GBIC credit (versus the other credits), and a miscalculation of sales tax. Vector believes the correct amount owed is \$46,762.31, not \$46,688.61 (as claimed by LAUSD). (See Exh. A.)

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1,764.14	Labor Hours for "Workstation Cable Installation" (<i>see</i> page 2, lines 14 and 16 of Exh. E)
x	\$79 Charge per Labor Hour
\$139,367.06	(Subtotal)
x	90% School district match (<i>see</i> page 2, lines 14 and 16 of Exh. E.)
\$125,430.35	

Vector provided this information in its response to the USAC June Audit and the Appeal.

b. Credit for Ineligible GBICs

Because ineligible GBICs could not be charged to USAC, Vector credited USAC, in the June 2008 Invoice, for 325 ineligible GBICs at a rate of \$225 per GBIC for a credit subtotal in the amount of \$73,125.00. (Exhs. A, D, & E.) The verification for this credit can be found on page 4, line 16 of the detailed spreadsheet attached as Exhibit E. Vector provided this information in its response to USAC June Audit, and in the Appeal. Vector then credited the sales tax for these GBICs at the tax rate in effect in June 2008 (8.25%), which led to a sales tax subtotal in the amount of \$6,032.81.

Vector also calculated the credit for the labor hours associated with the installation of the ineligible GBICs. During its review, Vector discovered that 4 GBICS (3 for Canterbury Elementary School and 1 for El Dorado Elementary School) were never installed and as a result, there were no labor hours associated with them to credit. (Exhs. D & E.) Accordingly, Vector credited USAC for the labor actually incurred for the installation of the 321 GBICs. Vector charged .25 labor hour per GBIC. Thus, for those 321 GBICs, Vector credited USAC for 80.25 (321 GBICs x .25) labor hours at the rate of \$95 per hour for a subtotal of \$7,623.75. The verification for the labor hour credits can be found on page 5, line 12 of the spreadsheet backup, which is attached to this appeal as Exhibit E. Vector provided this information in its response to USAC June Audit, and in the Appeal.

When the credit for the GBICs, the sales tax, and the labor hours are added together, Vector determined that the total credit was \$86,781.56. After the school district's match was subtracted, the total credit to USAC was \$78,103.41.

The GBIC credit, including credits for labor actually incurred and the associated sales tax, can be summarized as follows:

\$73,125.00 GBIC (325 GBIC) (*see* page 4, line 16 of Exh. E.)

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+ \$ 6,032.81 Sales tax (8.25%)

\$79,157.81

+ \$ 7,623.75 Labor Hours (321 GBIC x .25 x \$95) (see page 5, line 12 of Exh. E.)

\$86,781.56

x 90% School district match

\$78,103.41

This amount comports with the credit requested by Vector in the Appeal and with the information contained in the June 2008 Invoice at page 4, line 16 and page 5, line 12 as well as Vector's response to USAC June Audit and the Appeal.

c. Other Credits

Certain items were ordered by the applicant, the LAUSD, but were either returned or changed by LAUSD after delivery. The June 2008 Invoice included two such items: (1) two "12 x 12 x 4 Nema 4 No knockout" ("Nema Knockout") at a cost of \$65.28/item; and (2) one "Catalyst 8 Port 10/100 Managed Switch W/1 Gig SFP Port" ("Catalyst Port") at a cost of \$449 per item. These items were not installed and thus, there were no labor hours to credit. These items and the associated sales tax were returned by LAUSD and then credited to USAC in the June 2008 Invoice. The verification of these credits can be found on page 3, lines 18 and 27, respectively, within Vector's response to USAC June Audit on June 9, 2009 (Exhs. D & E) and the Appeal (Exh. G).

A summary of the credits for each of these items is provided as follows:

<u>Nema Knockout</u>	<u>Catalyst Port</u>
\$130.56 (Two Nema Knockout x \$65.28)	\$449.00 One Catalyst Port
+ 10.77 Sales tax (8.25%)	+ \$37.04 Sales tax (8.25%)
\$141.33	\$486.04
x 90% SLD	x 90% SLD
\$127.19 Nema Knockout Total	\$437.44 Catalyst Port Total

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When the Nema Knockout total and the Catalyst Port total are added together, the “Other Credits” total \$564.63, which is the amount Vector credited to USAC in its June 2008 Invoice.

Based on the foregoing, there is ample evidence to demonstrate that USAC committed an error in its review of the June 2008 Invoice, Vector’s response to the USAC June Audit and the Appeal. This constitutes a grounds to grant the appeal.

B. USAC Failed to Seek and Obtain From Vector All Information Necessary To Make A Determination of Vector’s Appeal.

In the Decision, USAC claims for the **first time** that Vector failed to provide information requested on June 23, 2008 and that on that basis, USAC denies the Appeal and Vector’s right to payment for charges rightfully incurred. (Exh. H.) However, this is not a proper grounds for denial of the Appeal.

According to USAC’s Appeal Guidelines, a USAC “reviewer will [generally] contact the applicant and ask for all information necessary to make decisions about an application. *If that contact does not occur* or the applicant is unable to respond to the request, and funding is denied, USAC may grant an appeal when the appellant provides such original documentation.”⁵ (Emphasis added.) Vector first received notice that USAC would deny funding because of a purported failure to provide documentation **on May 24, 2010**. USAC contacted Vector on at least three separate occasions; June 2, 2009, June 9, 2009 and on March 8, 2010. (Exhs. C, D & F.) However, in each of these communications, USAC did not once tell Vector that Vector had failed to provide the required or requested information and that any such failure would lead to a forfeiture of all rightfully incurred charges. Further, USAC did not follow up with Vector to obtain clarification or additional information.

USAC provided **no notice** to Vector prior to the Decision of the basis for its denial of Vector’s request for payment and for its request for payment. USAC did not further contact Vector to obtain such information. Therefore, it was not proper for USAC to either issue the Notification or **now** deny the Appeal for Vector’s purported failure to provide information. USAC’s conduct in this regard violates all notions of fundamental fairness and due process. (*Mennonite Bd. of Missions v. Adams*, 462 U.S. 791, 795 (1983) (Due process requires **notice** and an opportunity to be heard.); *In re Gustafson*, 650 F.2d 1017, 1032 (9th Cir. 1981) “[T]he notions of fundamental fairness embodied in the Constitution mandate notice and opportunity to be heard.”)

⁵ These grounds for appeal are identified in USAC’s Appeals Guidelines. These guidelines can be found at <http://www.universalservice.org/sl/about/appeals/appeals-guidelines.aspx> and <http://www.sl.universalservice.org/reference/AppealsSLDGuidelines.asp>.

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Further, Vector asserts that USAC received all the information it needed to determine the basis for payment as requested by Vector under FRN 1251347. Vector provided USAC with detailed spreadsheets on June 9, 2009 in response to USAC June Audit. (Exh. D.) Moreover and in any event, Vector provided this information in the Appeal. (Exh. G.)

Lastly, while Vector disputes that this information (or a failure to provide such information) constitutes a proper grounds to deny the Appeal or Vector's right to payment, Vector, out of abundance of caution, provided this information to USAC on July 1, 2010. (Attached hereto as Exhibit "I," is a copy of the email sent to Michael Kraft at USAC on July 1, 2010.)⁶ Therefore, under USAC's Appeals Guidelines, USAC may and should grant Vector's Appeal. Unfortunately, USAC did not.

Based on the foregoing, Vector requests that its appeal be granted and that USAC be ordered to pay Vector in the amount of \$46,762.31 for services rightfully rendered and received by LAUSD.

C. Good Cause Exists to Waive Any Error by Vector

According to the Decision, USAC's only basis for denying the Appeal is Vector's purported failure to provide additional information requested in June 2008, even though Vector appropriately submitted a Form 474, and provided sufficient backup documentation in June 2009 and in the Appeal. (Exh. H.) USAC's denial is based exclusively on a procedural ground. Because USAC's denial ground is procedural, and not related to the merits of the goods and services provided by Vector, it does not serve the public interest and is grounds to grant the appeal.

The FCC has held that "under certain circumstances, **rigid adherence** to certain E-rate rules and requirements that are 'procedural' in nature **does not promote** the goals of . . . ensuring access to discounted telecommunications and information services to schools and libraries [] and therefore **does not serve the public interest.**" (*In the Matter of Canon-McMillan*, 2008 FCC LEXIS 7585, **9-10 (2008) (emphasis added); *see also, In the Matter of Bishop Perry*, 2006 FCC LEXIS 2979, *1 (2006) (FCC granted appeal of decision by USAC denying funding due to certain clerical or ministerial errors, including a failure to timely file a certification or to comply with minimum processing standards.); *In the Matter of Alton*, 2010 FCC LEXIS 3525, * 8-9 (2010) (FCC granted appeals when invoice forms were late **or not received by USAC**).) In such instances, **the FCC has held that non-payment of invoices were not warranted.** (*Alton, supra*, at *1.)

⁶ Vector also provides for the FCC's review the information requested by USAC on June 23, 2008. (Attached hereto as Exhibit "J," is a copy of the information requested by USAC, which was provided to Michael Kraft on July 1, 2010 (*see* Exh. I), and Exhibit "K," is a copy of USAC's June 23, 2008 request.)

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In *Canon-McMillan*, in determining the public interest, the FCC evaluated whether a denial would create undue hardship, requiring USAC to take additional steps would reduce or eliminate any invoice review procedures or program requirements that applicants must comply with to receive funding, and whether there was evidence that appellants engaged in activity to defraud or abuse the E-rate program. (*Id.* at **10-11.)

Vector provided USAC with sufficient information to calculate, confirm and issue the payment requested. (Exhs. C, D, E, & G.) However, even if Vector failed to provide certain information, USAC is now requiring Vector to pay \$77,227.00 that Vector has already credited and not allowing payment of \$46,762.31 (for services rightfully rendered). This decision does not serve the public interest. It would certainly cause extreme hardship to Vector because it would, in effect, cause Vector to lose nearly \$124,000 due, at worst, to a ministerial or clerical error or inadvertence. Further, the grant of this appeal will not reduce any invoice review procedures and program requirements. USAC will still be able to conduct its rigorous review of all the information provided by Vector. Lastly, there is absolutely no evidence of fraud or abuse of E-rate funds. Significantly, USAC has not asserted any such allegation against Vector.

Based on the foregoing, and under *Canon-McMillan* and *Bishop Perry*, Vector requests that the FCC grant its appeal.

III. REQUIRED INFORMATION

A. Billed Entity Information

Billed Entity Name:	Los Angeles Unified School District
Form 471 Application No.:	442528
Billed Entity No.:	143454
FCC Registration No.:	0012223764
Funding Request No.:	1251347
SPIN:	143020726
Funding Year:	2005

B. Contact Information

The person who is authorized to submit and discuss this appeal is:

Randall Keen, Esq.

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IV. RELIEF REQUESTED

Vector hereby requests that the FCC grant its appeal.

Vector further requests that the FCC direct USAC to accept FRN 1251347 as timely filed.

Vector also requests a finding that (1) Vector credited all ineligible GBICs amounts to USAC, (2) has a right to payment for labor hours rightfully incurred but not paid, (3) is entitled to a payment in the amount of \$46,762.31, and (4) USAC is not entitled to any payment from USAC under FRN 1251347.

Lastly, Vector requests that the FCC prevent USAC from taking any red light action, or if appropriate, reverse any red light action taken by USAC against Vector.

Thank you.

Respectfully submitted,



Randall W. Keen

RWK:SNW

Attachments

cc: Robert Messinger (Vector Resources)
Catherine Banker (Vector Resources)
Dr. James Alther, Los Angeles Unified School District (via email)
Michael Kraft, Senior Manager of Invoicing (USAC) (via email)